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Date
1/0/1900

Acceptance of Quote and Terms of Service

Terms of Payment

- The entire quote and terms must be approved before the access to the portal will be granted.
- Entire quote balance will be deducted via ACH on the day of Orientation, when the system is opened for use.
- An official invoice will be provided on the day of the ACH payment.
- Monthly payments will then begin the 15th of the month after the first full month of access.
- If payments are not received according to terms, ClerkBooks reserves the right to block access to the portal. No refund of down payment or previous payments will be made.

Monthly Software Renewals

- Renewals cover the cost of hosting and updating the software.
- Renewal invoices will be emailed on or near the first day of each month.
- Renewal fees are based on a flat monthly hosting fee plus a transaction fee. Transaction fees are based on a tiered sliding scale, in a similar manner as most metered utility charges are billed.
- Renewal fees will automatically be deducted from your designated bank account via ACH on the 15th day of the month.
- Declined ACH payments will cause your account to be delinquent. If this occurs, you will be notified and offered 24 hours to provide an alternative ACH payment method. A service fee of \$25 will be added to that payment. If your account has not been brought up to date within 24 hours, your data will no longer be accessible. Full access will be granted once your account has been brought up to date.
- Renewal prices do not include installation or support services.
- Software updates are published every night after 8pm cst. Updates can be downloaded and installed by your staff using a tool within the software.
- Renewal prices shown may change periodically based on cost-of-living adjustments and/or addition of new features.
- Current prices can be seen within the software application and on your monthly invoice.

Software License

- The customer is not purchasing the rights to the software, the customer is purchasing a license to use the software.
- ClerkBooks can remove access to the software if the license agreement is not honored. The complete license agreement can be found at: <https://wp.clerkbooks.com/about-clerkbooks/software-license-agreement/> and may change without notice.

Support and Continuing Education

- Support is purchased separate from software and is pre-paid in 5, 10, 20, or 40 hour packages.
- Support prices shown may change annually. Previously purchased packages will not lose value when prices change.
- Support time is deducted in 5 minute increments from available hours every time a support call is made or an email is answered.

- Un-used support hours are non-refundable but never expire or loose value.
- Support can be used for any questions related to software, hardware, accounting, clerical or administrative issues. We help setup networks and online backups, and can transfer files to new computers. We can answer any accounting question. We offer audit support prior to, during and after the audit. We offer grant writing and capital project administration support. We offer both live and webinar based Council training and staff continuing education.
- An available balance of pre-paid support hours is required to continue to use the software and the User Support website.

Governing Body Participation

- You may participate in the setup, orientation or any support call at any time and may ask ClerkBooks any questions regarding the system or its use at any time. Your questions will deduct from available support hours the same as any questions presented by staff.
- You are strongly encouraged to watch two 1 hour training videos on using the financials to make decisions, catch mistakes and prevent fraud. These videos are available once the down payment is received.

Auditor's Copy

- A read-only copy of your data can be provided to an auditor at your request or at their request. (Unless otherwise ordered by the court, you will be notified when an Auditor's Copy is created.)
- There are no setup or hosting fees for access to the Auditor's Copy.

Standard of Care

- We endeavor to provide services in good faith based on best practices as defined in GAAP and GASB recommendations as well as State Financial Guidelines and Ethics laws.
- However, it is the responsibility of the Governing Body to oversee and approve the financials and financial systems in order to catch mistakes and prevent fraud.
- Therefore, the Governing Body agrees to indemnify and hold harmless ClerkBooks and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations of management, except to the extent determined to have resulted from the intentional or deliberate misconduct of ClerkBooks' personnel.

Cancellation of Agreement

- Either party may cancel this agreement at any time for any reason upon formal or informal written notice.
- If the Governing body terminates the agreement, any unused support hours and hosting fees will be forfeited.
- Full access to our data will be accessible until the start of the next month.
- Read-only access to your data can be granted for a nominal monthly fee.
- Your data will be archived for 10 years for auditing purposes. Read-only access can be granted for a nominal monthly fee during that time.
- Upon cancellation, all remaining account balances will be immediately due

☐ I, the undersigned Clerk/Treasurer state that I have received and have reviewed the Data Conversion Instructions - For Self Driven Installations. I believe that with minimal guidance from ClerkBooks that I, and/or any third party representatives approved by the governing body, are qualified and have the time available and approved by the governing body to complete the tasks listed in said document. I understand that I must continue to perform my regular Clerk/Treasurer duties as well as the additional data conversion duties. I understand that even if I cannot complete the data conversion tasks within a timely manner that ClerkBooks will begin monthly hosting fees on the first day of the month following the first full month of access. I also understand there will be no refund of initial costs, monthly hosting fees, or support, if I cannot complete the data conversion.

Names of Council/Board Members Approving Quote & Terms:

Witnessed by:

Mayor/Board President Signature Date of Approval

Clerk and/or Treasurer Signature Date of Approval

Please attach signed copy of meeting minutes (service cannot begin without a signed copy of meeting minutes)